



STATE OF IOWA
MASTER AGREEMENT
 Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 10-06-2008
 EXPIRATION DATE: 06-30-2009
 PAGE: 1 of 5

VENDOR:

HTR GROUP
PO Box 185

Lake Ozark, MO 65049-0185
USA

VENDOR CONTACT:

Ray Kohout

PHONE: 888-537-4874 **EXT:**

EMAIL: rbkohout@htr-group.com

FOB FOB Dest, Freight Prepaid

ISSUER:

DOUGLAS REED

PHONE: 5152426151

EMAIL: Doug.Reed@iowa.gov

Contract For: RECYCLING SERVICES, MISC. ELECTRONIC EQUIPMENT

Contract to provide recycling of fluorescent lamps, HID lamps, specialty lamps, ballasts, batteries, computer components, computer monitors, mercury containing devices, and other recyclables pursuant to the specifications, terms and conditions of Iowa State University Request for Proposal No. 60053 dated 6/15/07 and vendors response to same on file. Payment is 2% 10/Net 30 term.

RENEWAL OPTIONS

FROM 07-01-2009 **TO** 06-30-2010

AUTHORIZED DEPARTMENT

ALL
SUB Other Governmental Entities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



STATE OF IOWA
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MA# 005 3498-09

EFFECTIVE BEGIN DATE: 10-06-2008
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PAGE: 2 of 5

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	EA	92677	\$0.100000
				\$0.000000
			Recycling Services	
			Recycling Services	
			Exception to RFP Priced Item - Incandescent Lamp	
2	0.00000	EA	92677	\$0.750000
				\$0.000000
			Recycling Services	
			Recycling Services	
			Exception to RFP Priced Item - Shattershield	
3	0.00000	LB	92677	\$1.500000
				\$0.000000
			Recycling Services	
			Recycling Services	
			Exception to RFP Priced Item - Neon	
4	0.00000	EA	92677	\$1.000000
				\$0.000000
			Recycling Services	
			Recycling Services	
			Exception to RFP Priced Item - In-line ballast light	
5	0.00000	LAMP	92677	\$0.150000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Fluorescent lamps, 4 ft. and under	
6	0.00000	LAMP	92677	\$0.300000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Fluorescent lamps, 5 ft. and over	
7	0.00000	LAMP	92677	\$0.250000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Compact fluorescents	
8	0.00000	LAMP	92677	\$0.250000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - U-bend and Circular lamps	
9	0.00000	LAMP	92677	\$0.650000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - HID (high pressure sodium, metal halide, mercury vapor) lamps	
10	0.00000	LAMP	92677	\$0.400000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Broken lamps (stored in a sealed container)	
11	0.00000	LAMP	92677	\$0.400000
				\$0.000000



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Broken HID's (stored in a sealed container)	
12	0.00000	LB	92677	\$0.200000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Batteries - Lead Acid	
13	0.00000	LB	92677	\$0.400000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Batteries - Alkaline	
14	0.00000	LB	92677	\$0.200000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Batteries - Nickel Cadmium (NiCad)	
15	0.00000	LB	92677	\$0.420000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - PCB ballasts	
16	0.00000	LB	92677	\$0.250000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Non-PCB ballasts	
17	0.00000	LB	92677	\$0.420000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - DEHP ballasts	
18	0.00000	EA	92677	\$0.000000
				\$0.000000
			Recycling Services	
			Recycling Services	
			MISC. recyclable items and fees. Recyclables not mentioned in this document, but are able to be recycled as requested by the generator, will be added to this contract at a price negotiated between the Generator and the Recycler.	
19	0.00000		92677	\$0.000000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Emergency pick-up fee will be charged an additional charge equal to the actual transporation cost to be documented by the Recycler	
20	0.00000	MONI	92677	\$2.850000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Computer Monitors	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
21	0.00000	LB	92677	\$0.000000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Computer Components - No Charge	
22	0.00000	LB	92677	\$3.500000
				\$0.000000
			Recycling Services	
			Recycling Services	
			RFP Priced Item - Mercury Containing Devices	



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TERMS AND CONDITIONS

Terms & Conditions Service

The parties agree to comply with the terms and conditions on the following web site which are by this reference made a part of the Agreement.

General Terms and Conditions for service contracts are posted at: http://das.gse.iowa.gov/terms_services.pdf

**CONTRACTUAL AGREEMENT
FOR
FLUORESCENT LAMPS, HID LAMPS, SPECIALTY LAMPS,
BALLASTS, MONITORS, COMPUTER COMPONENTS
AND OTHER RECYCLABLES**

FOR

**IOWA STATE UNIVERSITY
THE UNIVERSITY OF IOWA
THE UNIVERSITY OF NORTHERN IOWA
THE IOWA DEPARTMENT OF TRANSPORTATION
THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES
AND OTHER STATE AND CITY GOVERNMENT ENTITIES**

This Contractual Agreement for recycling of fluorescent lamps, HID lamps, specialty lamps, ballasts, computer monitors, computer components, and other recyclables (hereafter referred to as "Agreement" or "Contract") is made and entered into this 20th day of July, 2007 by and between Iowa State University (ISU), the University of Iowa (U of I), the University of Northern Iowa (UNI), The Iowa Department of Transportation (IDOT), the Iowa Department of Administrative Services (DAS) (hereafter referred to as "Generators") and HTR Group (hereafter referred to as "Recycler"). Additional city, county, and state government entities may elect to contract with the Recycler as per the pricing and terms of this agreement.

IN CONSIDERATION OF the mutual promises and covenants contained herein, Generators and Recycler agree that this Contractual Agreement, Request for Proposal (RFP) No. 60053, and Recycler's response to RFP NO. 60053 combine to form a binding contractual Agreement for recycling of fluorescent lamps, HID lamps, specialty lamps, ballasts and other recyclables with this Agreement serving as the governing document.

SECTION I

1.1 General Recycler agrees to provide recycling services on an as-needed basis for the Generators named above as well as any other city, county, or state government agency in the state of Iowa as per the terms and conditions of RFP No. 60053 and this agreement and that all parties involved with recycling of materials have been provided with and agree to all terms and conditions of RFP No. 60053 (barring exceptions noted in 1.2 below).

1.2 Exceptions Recycler has made exception to RFP 60053 section 5.17 for pricing of specialty lamps to be divided as follows:

Incandescent	\$0.10/each
Shattershield	\$0.75/each
Neon	\$1.50/pound
In-line ballast light	\$1.00 each

ISU, as administrator of the RFP, has granted this exception to this section.

1.3 Containers Recycler will provide boxes, gaylords or other acceptable containers for lamps and ballasts, if needed.

1.4 Recycling Recycler will recycle all materials in a way that minimizes what is land-filled and Recycler warrants that PCB ballasts or PCB contaminants are being sent for incineration.

1.5 Pricing Generators and Recycler have agreed to the pricing schedule below.

Fluorescent lamps, 4 ft and under	\$0.15/lamp
Fluorescent lamps, 5 ft and over	\$0.30/lamp
Compact fluorescents	\$0.25/lamp
U-bend and Circular lamps	\$0.25/lamp
HID (high pressure sodium, metal halide, mercury vapor)	\$0.65/lamp
Broken lamps (stored in a sealed container)	\$0.40/lamp
Broken HID's (stored in a sealed container)	\$0.40/lamp

Batteries - Lead Acid	\$0.20/pound
Batteries - Alkaline	\$0.40/pound
Batteries - Nickel Cadmium (Ni-Cad)	\$0.20/pound

PCB ballasts	\$0.42/pound
Non-PCB ballasts	\$0.25/pound
DEHP ballasts	\$0.42/pound

Computer monitors	\$2.85/each
Computer components	\$0.00/pound (no charge)
Mercury containing devices	\$3.50/pound

Prices are firm for the duration of the contract. Prices include all pick-up charges, stop charges, recycling costs and any other fees associated with removing and recycling of materials.

There is no additional charge for multiple locations for a Generator. A \$75.00 charge may apply to additional off-site locations and will be agreed upon by Generator and Recycler and approved by the contract administrator (ISU) when/if additional locations are added prior to the pick-up being made.

Emergency pick-ups will be charged an additional charge equal to the actual transportation cost to be documented by the Recycler.

1.6 Invoicing Recycler shall submit invoices to Generators on a case by case basis and all invoices will be identified by the contract number provided by the specific Generator with their contract Purchase Order or release number. Invoices will be sent in duplicate to each generator. Each generator is responsible for issuing its own contract order and for payment of its own invoices.

Recycler also allows use of VISA and MasterCard for payments and will provide certificates of conversion and documentation accordingly in that circumstance.

All invoices will be accompanied by a certificate of conversion.

All invoices will be accompanied by a certificate of conversion or disposal (in the case of PCB ballasts or other PCB materials). All PCB's will be incinerated and invoices for such will be accompanied by certificates of destruction.

Any invoices for PCB's that are accompanied by an incorrect certificate of destruction will not be paid until correct certificate of destruction is received. An additional 5% discount will apply to these invoices to cover administrative cost. Early payment terms will begin from receipt of correct invoice and certificate of conversion/destruction.

Any PCB's disposed of in a legal and proper manner, but not incinerated as per our specifications will be disposed of at no charge to the Generator. PCB's disposed of in manner inconsistent with current recycling and waste regulations will be considered a breach of contract and Generator will be recompensed up to and including all costs of litigation and cleanup by the Recycler.

- 1.7 Payment Terms** Payment is based on a 2% 10/Net 30 term. All invoices must be accompanied by Certificates of Conversion in order to receive payment. Each Generator is responsible for its own payments. No obligation is incurred by any other Generator or agency for another Generator's material recycling.
- 1.8 Scheduling** Each Generator will be responsible for scheduling its own pickups. Recycler may wish to schedule normal pick-up runs and will let Generators know what that schedule is. Generators may request pickup as frequently as every two weeks.
- 1.9 Insurance** Recycler agrees to maintain its current level of insurance, as evidenced in the insurance certificate provided with their response to RFP 60053, during the entire contract period and will keep a current certificate of insurance on file with ISU.
- 1.10 Contract Term** The contract will become effective following the date of acceptance and continue until June 30, 2010. Pricing shall remain constant throughout the contract term.
- 1.11 Reporting** Recycler agrees to report annually to the contract administrator (ISU) the volume of items recycled in each category for each entity using this agreement. This information must also be made available to each entity that requests the data on their own volume. Report should be sent to the ISU contract administrator within 30 days after the end of the fiscal year (June 30).

SECTION II

TERMS AND CONDITIONS OF THE CONTRACT

2.1 Definitions

The Generator The Generator will refer to each agency that issues a contract to the awarded bidder.

The Company The Company is the person or organization to which the Generators will issue a purchase order, when/if an award of this Request for Proposal is made. The term Company means the Company or the Company's authorized representative.

- 2.1 Non-appropriation of Funds Notwithstanding other provisions of any contract resulting from this RFP, if funds anticipated for the continued fulfillment of any contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then Generator shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change. Unless otherwise agreed, upon notice from Generator the contract shall become null and void on the last day of the fiscal year of the funding agency (i.e., State of Iowa or federal government) for which appropriations were received.

2.2 Termination

2.2.1 Upon not less than ninety (90) days prior written notification, the Agreement may be terminated by Company or Generator without penalty. Regardless of the reason for termination, Company shall be contractually bound to facilitate a smooth transition to another management group, should this occur.

2.2.2 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Company's insolvency, if Company repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely services for ISU, or if Company is otherwise guilty of a substantial violation of the Contract Documents, ISU may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to ISU.

2.2.3 In any case where Company has failed to provide services or has provided nonconforming services, ISU shall provide a Cure Notice. If after notice Company continues to be in default, ISU may procure services from another source and terminate the Agreement, without penalty to ISU. Company may be required to pay ISU the difference if a higher cost replacement company is selected.

- 2.3 Immunity from Liability Every person who is a party to this Contract is hereby notified and agrees that Generator and its agents, successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

2.4 Indemnification

- 2.4.1 To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless Generator, its agents, successors, and assigns, and the Board of Regents, State of Iowa, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of Company, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.
- 2.4.2 In any and all claims against Generator, its agents, successors, and assigns, and the Board of Regents, State of Iowa, by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

2.5 Code of Fair Practice During the performance of this contract, Company agrees as follows:

- 2.5.1 Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, or physical or mental disability. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2.5.2 Company shall comply with the provisions of Federal Executive Order 11246.

2.6 Responsibility for Those Performing the Work

- 2.6.1 Company shall be responsible for the acts and omissions of all Company's employees and all subcontractors, their agents and employees, and all other persons under contract with Company, while performing the duties and responsibilities associated with the Contract
- 2.6.2 Company shall at all times enforce strict discipline and good order among Company's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- 2.6.3 Incompetent or incorrigible employees shall be dismissed from the project by Company, pending mutual agreement between Generator and Company, when so determined by the Generator. Dismissed individuals shall be prohibited from being employed or utilized by

Company as part of the service Company provides for the Generator without the written consent of the Generator.

2.7 Subcontractors Company is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement must be approved in advance and be acceptable to Generator. The Company is responsible for all acts of its subcontractors, as well as, the subcontractors' performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contract with Generator.

2.8 Insurance Company shall purchase and maintain, throughout the term of this Agreement, comprehensive general liability insurance, including contractual liability, slip and fall coverage (arising out of snow removal or maintenance issues) and comprehensive automobile liability insurance to protect Company from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operations be by Company, subcontractor, agent, or by anyone else directly or indirectly employed by Company. All statutory insurance requirements, including worker's compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa. Limits of such insurance shall be as stated below:

Pollution liability Coverage	\$5,000,000
Worker's Compensation	Statutory
Comprehensive General Liability	\$2,000,000 each occurrence*
Comprehensive Auto Liability	\$1,000,000 each occurrence*

*\$2 Million aggregate

Generators who issue contracts to the awarded bidder of the RFP shall be named on such policies as additional insureds. Failure to maintain insurance coverage throughout the life of any resulting contract, consistent with the provisions of this Section, shall be considered a breach of contract.

Selected Company will be required to annually submit proof of such coverage in the form of a Certificate of Insurance. ISU, as contract administrator, shall be notified at least 90 days in advance of policy cancellation, non-renewal, adverse change, or restriction of coverage.

Company agrees to waive all rights of subrogation against Generators, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Company or other firms associated with the Agreement.

2.9 Amendments to the Contract When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by Company and ISU, as contract administrator.

2.10 Laws Terms and provisions of this RFP shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this RFP shall be instituted in the appropriate courts in the State of Iowa.

- 2.11 Assignment The Agreement (including any future Amendments incorporated into the Agreement) may not be assigned, transferred, sold or subcontracted by Company without the prior written consent of ISU. Should selected Company be purchased (in whole or in part) by another organization or should Company wish to assign, transfer, or subcontract the Agreement to another Company, ISU shall have the right, but not the duty, to terminate the Agreement upon ninety (90) days written notification, without penalty to ISU or other Generators.
- 2.12 Advertising Company shall not use or reference the name of any Generator as a part of any commercial advertising without prior written approval of Generator.
- 2.13 Taxes Generators may be exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company's employee's wages. Generator may also be exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.
- 2.14 Severability of the Contract In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
- 2.15 Acts of God Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, it shall be the responsibility of the vendor to promptly advise the Generator. The Generator may elect to cancel the contract if Company's cannot fulfill contract obligations within a reasonable time.
- 2.16 Term of the Agreement The Agreement will commence upon signing of the Agreement by listed parties and continue until June 30, 2010.
- 2.17 Records for Audit. Company shall maintain records and documents, which sufficiently and properly document business activities with the Generators throughout the term of the Agreement for a period of at least three (3) years following the termination of the Agreement or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. Company shall permit the Auditor of the State of Iowa or any authorized auditor or representative of the Generators, to access and examine, audit, excerpt and transcribe any directly pertinent documents, papers, electronic or optically stored and created records or other records relating to the services provided or payments made under the terms of the agreement, wherever such records may be located. Company shall not impose a charge for audit or examination of such records. If an audit discloses incorrect billings or improprieties, Generators reserves the right to charge Company for the cost of the audit and appropriate reimbursement.

SECTION III

CONTRACT SPECIFICATIONS

3.1 Materials to be Recycled

Fluorescent lamps, 4 ft and under	\$0.15/lamp
Fluorescent lamps, 5 ft and over	\$0.30/lamp
Compact fluorescents	\$0.25/lamp
U-bend and Circular lamps	\$0.25/lamp
HID (high pressure sodium, metal halide, mercury vapor)	\$0.65/lamp
Broken lamps (stored in a sealed container)	\$0.40/lamp
Broken HID's (stored in a sealed container)	\$0.40/lamp
Batteries - Lead Acid	\$0.20/pound
Batteries - Alkaline	\$0.40/pound
Batteries - Nickel Cadmium (Ni-Cad)	\$0.20/pound
PCB ballasts	\$0.42/pound
Non-PCB ballasts	\$0.25/pound
DEHP ballasts	\$0.42/pound
Computer monitors	\$2.85/each
Computer components	\$0.00/each
Mercury containing devices	\$3.50/pound

Recyclables not mentioned in this document or the RFP referenced in this document, but that are able to be recycled by the Recycler and are requested by a Generator, will be added to the contract at a price negotiated between the Generator and the Recycler.

3.2 Generator's Services Provided Each Generator agrees to provide the following services:

- 3.2.1 Request/obtain appropriate shipping containers when needed.
- 3.2.2 Place lamps in containers without breaking lamps.
- 3.2.3 Count lamps by categories and record.
- 3.2.4 Label each box with number and type of lamps contained in each box.
- 3.2.5 Properly store any broken lamps in separate non-metallic containers to remain sealed until delivered to recycler.
- 3.2.6 Place other recyclables in appropriate containers, gaylords, or have them shrink-wrapped on pallets.
- 3.2.7 Provide recycler/transporter a convenient location to pick up all recyclables.

3.3 Recycler Services Recycler agrees to provide generator the following services:

- 3.3.1 Provide shipping cartons or containers upon request.
- 3.3.2 Pick up and transport lamps and other recyclables to the recycling facility.
- 3.3.3 Recycle lamps to consistently produce decontaminated glass and metal. Maintain contracts with reputable vendors to take receipt of recovered materials.
- 3.3.4 Provide, prepare and process all paperwork required by all regulatory agencies (including the Bill of Lading) for transportation of all recyclables.
- 3.3.5 Set up pick-up schedules with interested Generators. Recycler will call a *minimum of one day in advance* to confirm pick-up with each Generator.
- 3.3.6 Recycler will inform Generator on the day of pick-up of any unreasonable delays or canceled pickups resulting from adverse weather, full trucks, etc. Generators reserve the right to institute a 10% penalty, in the form of a discount on that shipment, when not informed of delays of two hours or more from the set time, when not informed of canceled pick-ups, or when trucks scheduled to arrive at Generator's facility prior to 3:30, do not arrive on-time and no notice is given.
- 3.3.7 Incinerate all PCB contaminated materials in a TSCA incinerator.
- 3.3.8 Recycle materials in a way that minimizes what is land-filled.
- 3.3.9 Recycler will report annually all parties who are using the contract that results from the RFP and volumes to the contract administrator within 30 days of the end of the State fiscal year (June 30).
- 3.4 Contract Volumes Contract volumes may vary by year and are not guaranteed as a specific volume or dollar value.
- 3.5 Transfer of Recyclables Recyclables will be transferred to the recycler at the following locations (locations may be subject to change over time):

Iowa State University

All items – Regulated Materials Facility, 2809 Daley Drive, Ames, Iowa 50011

University of Northern Iowa

All items – UNI Warehouse, 2412 West 27th Street, Cedar Falls, Iowa 50613

University of Iowa

CRT's - University Surplus, Gilbert Street Building, 1225 S. Gilbert Street, Iowa City, IA 52242

Ballasts - Oakdale Waste Storage Facility, 2260 Old Farmstead Road, Oakdale, IA 52319

Lamps - Two locations:

General Stores, Mossman Business Services Building, 2222 Old Highway 218 South, Iowa City, IA 52242

University of Iowa Hospitals and Clinics, Shipping/Receiving Facility, 200 Hawkins Drive, Iowa City, IA 52242

Iowa Dept. of Transportation

All recyclables – Iowa DOT Complex, 800 Lincoln Way, Ames, Iowa 50010

Other Generators

To be determined as they contact awarded vendor to use contract.

Time: Between 8:00 a.m. and 3:30 P.M., Monday through Friday, excluding legal holidays. Specific time and dates to be prearranged by mutual agreement between Generator and Recycler at time of contract.

Frequency: Recyclables shall be scheduled for pick up at the above locations on a schedule agreed upon by each Generator when they contract for service. Pickups must be able to be completed as frequently as every two weeks for some Generators.

- 3.6 Method of Recycling Generator will recycle materials in accordance with acceptable industry practices and as outlined in Supplement 6 of their RFP response.

The bidder shall offer proof of recycling to the Generator through a Certificate of Conversion or Destruction in accordance with RFP and regulatory requirements.

<p style="text-align: center;">CONTRACTUAL AGREEMENT FOR FLUORESCENT LAMPS, HID LAMPS, SPECIALTY LAMPS, BALLASTS, MONITORS, COMPUTER COMPONENTS, AND OTHER RECYCLABLES</p>

Signature Page

Recycler agrees that the binding contractual documents are Request for Proposal No. 60053 for recycling, dated 6/15/2007, Recyclers response to Request for Proposal No. 60053, and this Contractual Agreement. Any and all modifications to the contractual documents shall require written consent from Recycler and all Generators. Recycler and Generator having read and understood all the aforementioned provisions of the contractual documents have signed all copies of this Agreement and regard each copy as an original.

HTR Group.

By: _____

Typed Name: _____

Title: _____

Date: _____

Iowa State University

By: _____

Typed Name: _____

Title: _____

Date: _____

University of Iowa

By: _____

Typed Name: _____

Title: _____

Date: _____

University of Northern Iowa

By: _____

Typed Name: _____

Title: _____

Date: _____

Iowa Department of Transportation

By: _____

Typed Name: _____

Title: _____

Date: _____

Iowa Department of Administrative Services

By: _____

Typed Name: Douglas Reed

Title: Purchasing Agent

Date: _____